

TERMS AND CONDITIONS

This Terms and Conditions Agreement (“Agreement”) is entered into as of the date (“Effective Date”) accepted by traveler (“Traveler”) and is by and between Wish & Wander LLC (“Wish & Wander”) and Traveler. By “*submitting*” this Agreement, Traveler acknowledges and agrees that he or she has agreed to be bound by (and accepted) the terms of this Agreement.

Traveler warrants that he or she is at least eighteen (18) years of age and possesses the authority to enter into this Agreement and to make bookings with Wish & Wander on behalf of Traveler, Traveler’s household, or others in which Traveler is authorized to transact business.

The parties agree as follows:

1. SCOPE OF WORK

1.1. SERVICES. “Services” means the travel agency services to be performed by Wish & Wander, including (i) booking airline tickets, train tickets, and other travel, stay accommodations, car rentals, and excursion and tour packages, (ii) providing travel advice and information in connection with applicable destinations, and (iii) creating personalized travel itineraries based on the Traveler’s interests and needs.

2. TRAVELER RESPONSIBILITIES

2.1. COOPERATION. Traveler shall cooperate with Wish & Wander by timely providing to Wish & Wander such information and documents required for Wish & Wander to make bookings, such as (i) names as they appear on government issued IDs, (ii) travel preferences, (iii) knowledge of existing allergies, and (iv) any special accommodation requirements. Traveler shall be financially responsible for the Services. Traveler shall ensure all information supplied by Traveler on behalf Traveler, Traveler’s household, or others in which Traveler is authorized to transact business with is true and accurate. Traveler agrees to cooperate and adhere to any terms, conditions, policies or agreements of all third-party service providers facilitated by Wish & Wander. Traveler understands that any violation of any such third-party service provider’s terms, conditions, policies or agreements may result in cancellation of Traveler’s reservation(s) or purchase, in Traveler being denied access to applicable flights, hotels, cruises, automobiles, excursions, tours or the like, or in Traveler forfeiting any monies paid for such reservation(s) or purchase.

2.2 DOCUMENTATION REVIEW. Traveler shall be responsible for timely reviewing all documentation provided by Wish & Wander, including, but not limited to, travel itineraries and booking confirmations to ensure accuracy. To the extent any discrepancies or errors exist, Traveler shall immediately notify Wish & Wander.

2.3 IDENTIFICATION & IMMUNIZATION REQUIREMENTS. Traveler shall be responsible to obtain and carry a valid passport, visa, and any other documents required by applicable government regulations. When traveling domestically or internationally, the United States (“U.S.”) Transportation Security Administration (“TSA”) and U.S. Department of

Homeland Security (“DHS”) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Acceptable identification can be found at <https://www.tsa.gov/travel/security-screening/identification>. In addition, Traveler shall be responsible for compliance with all proper immunizations and health screenings, including providing the required documentation of such immunizations and screening prior to travel. Finally, Traveler shall be responsible for compliance with all applicable laws, rules, and regulations of the state and federal government of the U.S. and with all foreign governments, as applicable. Wish & Wander shall not be responsible for the accuracy of health, vaccination or documentation requirements prior to departure or upon landing in Traveler’s destination. Information related to travel to specific destinations can be found at the State Department Website, or <https://travel.state.gov/content/travel.html>, and information related to health issues in connection with travel can be found on the Center for Disease Control website, or <https://wwwnc.cdc.gov/travel>.

3. FEES, TAXES, AND CANCELLATIONS

3.1. FEES, PAYMENTS & INVOICES. The fees for Wish & Wander’s Services will be charged in U.S. dollars on the terms and at the rates agreed upon at the time of booking. By submitting a credit card authorization to Wish & Wander, Traveler agrees to allow Wish & Wander to purchase Services from third-party service providers on Traveler’s behalf. In the event the cost of any Services exceed the amount previously approved by Traveler, Traveler hereby acknowledges and agrees that Wish & Wander shall be authorized to process payment for such additional costs using the credit card on file upon the written approval from Traveler (text or email acceptable). To the extent Wish & Wander invoices you, payment of such invoices shall be due upon receipt. Furthermore, all final payments for the Services shall be due prior to departure and in accordance with the third-party service providers policies, terms and conditions of booking. Traveler’s failure to timely make payments, including a final payment may result in cancellation of Traveler’s bookings, including Traveler being denied access to applicable flights, hotels, cruises, automobiles, excursions, tours or the like, or in Traveler forfeiting any monies paid for such bookings.

3.2. TAXES. Traveler shall be responsible for paying all applicable sales, use, excise, or similar taxes, duties, charges or assessments arising out of or imposed upon the Services rendered hereunder by any federal, state, local, or foreign government authority. Traveler hereby acknowledges that the taxes, duties, charges and assessments may vary depending on destination and therefore are subject to change. Such changes shall be Traveler’s sole responsibility.

3.3 CANCELLATIONS OR CHANGES TO BOOKINGS. Most bookings are non-fundable and cancelled bookings may incur additional charges and fees. Traveler shall be responsible for any additional costs or fees that arise from changes made to bookings or cancellations once such bookings have been confirmed.

4. TRAVEL INSURANCE & LIMITATION OF LIABILITY

4.1 LIMITATION OF LIABILITY- TRAVEL INSURANCE. Wish & Wander highly encourages Traveler to obtain travel insurance to protect against third-party service provider’s

default or bankruptcy, delay, interruption, missed connections, cancellations, medical emergencies, evacuations, baggage and personal effect or lost luggage, baggage delays, illness, death, disability, and more. Wish & Wander may be able to offer travel protection, however, such travel protection is not guaranteed and is not included in Wish & Wander's Services unless expressly confirmed by Wish & Wander in writing. Traveler shall be solely responsible for obtaining travel insurance at Traveler's sole expense and for reviewing such policy to confirm coverage is adequate for Traveler's needs. Wish & Wander is not a licensed insurance broker and is not qualified or authorized to answer technical questions about the policy, or to evaluate the adequacy of the policy. Should Traveler decline or fail to obtain travel insurance, or should Traveler's insurance policy not cover a claim for any reason, Wish & Wander shall not be responsible for any loss, cancellation, refusal to refund, or the like in connection with Traveler's travel.

4.2 LIMITATION OF LIABILITY- TRAVELER RESPONSIBILITIES AND THIRD-PARTY SERVICE PROVIDERS. Wish & Wander shall not be responsible for Traveler's failure to comply with Traveler's requirements described in Section 2 herein. Further, Wish & Wander shall not be responsible for any failures, cancellations, errors, omissions, losses, delays, accidents or dissatisfaction related to any services provided by third-party service providers. Traveler hereby acknowledges and agrees that Wish & Wander acts solely as an intermediary between the Traveler and the third-party service provider and any disputes with such third-party service provider shall be addressed directly with the provider.

4.3 LIMITATION OF LIABILITY- INDEPENDENT TRAVEL ARRANGEMENTS. Wish & Wander shall not be responsible or liable for any arrangements made independently of Wish & Wander. Wish & Wander shall not assume any responsibility for any costs or fees incurred by Traveler for independent arrangements not booked through Wish & Wander, including but not limited to travel, stay, or activities.

4.4 LIMITATION OF LIABILITY- DESTINATIONS AND ACTIVITIES. Traveler hereby acknowledges and agrees that certain destinations may involve greater risk than others. Wish & Wander encourages Traveler to remain informed daily in connection with current news events, travel prohibitions, advisories, alerts, or warnings issued by the United States and foreign governments, as applicable, prior to booking. Traveler acknowledges and agrees that by offering Services to such destinations, Wish & Wander does not represent or warrant that travel to such destinations is advisable or without risk, and shall not be liable for any costs, damages, or losses that may result from travel to such destinations. Traveler's participation constitutes acceptance of such events at the Traveler's own risk. Similarly, activities that may be included in Traveler's travel itineraries may pose a risk or be dangerous. Your itinerary may also involve travel to remote areas without access to medical facilities or treatment, changing weather conditions, interactions or encounters with wildlife, and other potentially dangerous conditions. Traveler hereby acknowledges that he or she is aware that the physical exertion required to participate in certain activities may activate or aggravate pre-existing injuries or conditions. Traveler acknowledges that he or she will seek medical advice if Traveler knows or suspects that their physical condition may be incompatible with the activities on Traveler's itinerary. Further, Traveler may be required to wear recommended safety equipment while participating in certain activities and agrees to use such recommended safety equipment. In the event Traveler uses, consumes or is under the

influence of alcohol or drugs prior to or while engaging in any activities on Traveler's itinerary, Traveler assumes and accepts all risks, dangers and hazards that may result from an activities, including but not limited to the possibility of personal injury, death, property damage, and loss.

4.5 WISH & WANDER FOR ANY REASON AND UPON ANY CAUSE OF ACTION, WHETHER SOUNDING IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL AT ALL TIMES AND IN THE AGGREGATE BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY TRAVELER AND RECEIVED BY WISH & WANDER FOR THE SERVICES. WISH & WANDER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN CONNECTION WITH THE SERVICES PROVIDED BY WISH & WANDER OR SERVICES BY ANY THIRD-PARTY SERVICE PROVIDER, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH THIRD-PARTY SERVICE PROVIDER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR REPRESENTATIVES, INCLUDING WITHOUT LIMITATION THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELLATION OR REFUND POLICIES, BANKRUPTCY, FEE INCREASES, OR CESSATION OF OPERATIONS OR OTHER MATTERS OUTSIDE OF WISH & WANDER'S CONTROL.

5. GENERAL

5.1. ENFORCEABILITY. If any part of this Agreement shall be adjudged by any arbitrator of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law.

5.2. FORCE MAJEURE. Wish & Wander shall be excused from performance and shall not be liable for any delay in whole or in part, to the extent caused by the occurrence of any events beyond the reasonable control of Wish & Wander or its subcontractors or suppliers, for as long as such event continues and the excused party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

5.3. GOVERNING LAW AND VENUE. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the Laws of the State of New Jersey, excluding its choice of law principles. The parties hereto consent to and confer personal and subject matter jurisdiction on the courts of the State of New Jersey and expressly waive any objections as to venue in any of such courts.

5.4. ASSIGNMENT. Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party

may assign this Agreement, without the need to obtain consent of the other party, to a successor in interest to substantially all of the business of that party to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.

5.5. SURVIVAL. Each of the provisions of this Agreement shall remain in full force and effect through the End Date of this Agreement, and the terms which by their nature should survive, shall survive such End Date. The “End Date” shall be the effective date of the expiration or termination of this Agreement by Wish & Wander.